

CONSOLIDATED CITY OF INDIANAPOLIS
MARION COUNTY
EXECUTIVE ORDER NO. 3, 1976

POLICY AND PROCEDURES FOR
CENTRAL PURCHASING DIVISION

WHEREAS, as it is the policy of the city and the county to encourage the opportunities for employment for minorities in the private sector, and to utilize aggressive, affirmative action in implementing such policy, this administration reaffirms, therefore, such goals and objectives as outlined in the March 4, 1970, Memorandum of Understanding, referred to as the Indianapolis Plan; and

WHEREAS, it is in the best interests of the people and the community to secure greater minority group representation into the skilled trades of the construction industry in this country; and,

WHEREAS, it is the policy of this administration to encourage minority business opportunities and to utilize, therefore, minority businesses in securing goods and services for the city and county in at least an amount equal to the proportion of minorities resident in Marion County, insofar as such is possible without detriment to the taxpayers;

NOW THEREFORE, by virtue of the authority vested in me as Mayor of the Consolidated City of Indianapolis and successor at law to the Marion County Commissioners, it is hereby ordered as follows:

1. From and after this date, all bidders responding to invitation from Central Purchasing for contracts for construction, repair, or remodeling shall be required to execute (on behalf of prime and all sub-contractors) the following non-discrimination commitment:

"Contractor certifies for itself and all subcontractors compliance with existing laws of the State of Indiana and the United States regarding prohibition of discrimination in employment practices on the basis of race, color, ancestry, sex or religion. Contractor further certifies that it (a) is a signatory to the 1970 Memorandum of Understanding, known as the Indianapolis Plan, regarding affirmative action in employment of minorities, or (b) is a signatory to a plan of similar scope and intent; a copy of which plan shall be attached to the bid, or (c) has formulated its own affirmative action plan for the recruitment, training, and employment of minorities according to specific time tables and goals, a copy of which plan shall be attached to the bid."

2. In addition, all bidders for contracts for construction, repair, or remodeling work funded in whole or in part with federal monies, shall fully comply with the United States Department of Labor "Model federal EEO Bid Conditions," as set forth in 41 Federal Register 32482, August 3, 1976, and attached to the invitation to bid, as well as the provisions of federal executive order #11246, as amended, also attached to the invitation to bid.

3. In recognition of the need for specific efforts at implementation of the administration's stated goals, all invitations to bid hereafter issued for construction, repair, and remodeling work totaling five thousand dollars (\$5,000.00) or more shall include the requirement of employment of apprentices on the basis of equal opportunity for each building trades craft employed on the project under a Joint Apprenticeship Training Program, registered with the United States Department of Labor, Bureau of Apprenticeship and Training. Such apprentices shall, if same are available, be employed at a ratio of one (1) apprentice for the first three (3) journeymen employed, one (1) apprentice for the next six (6) journeymen employed, and one (1) apprentice for each additional ten (10) journeymen employed, where appropriate. The number of apprentices from minority groups shall equal the proportion of the particular group to the total population of the county, as verified by the Indianapolis Department of Metropolitan Development.

4. Pursuant to IC, 5-16-7, each construction project must receive a scale of prevailing wages for this area as set by the

Indiana Division of Labor. All contractors shall, in addition to other requirements, include in their computation for bid such wage information, which shall be included with the information in the invitation to bid. Subsequent to the award of a contract, the Central Purchasing Division shall maintain authority to monitor compliance with requirements accompanying all contracts. Should information reach the Central Purchasing Division regarding contractor non-compliance with the prevailing wage scale for a particular project, the Division shall immediately investigate the complaint and attempt to resolve the issue among the parties involved. If, in the opinion of the purchasing agent, the issue cannot be resolved informally, the information shall be transmitted to the Marion County Prosecutor for further proceedings in enforcing the law, pursuant to IC, 5-16-7-3.

5. All non-construction contracts hereafter awarded for goods or services of whatever nature, totaling twenty thousand dollars (\$20,000.00) or more, to firms or corporations having twenty (20) employees or more, shall require as a condition to the execution:
 - a. certification that the contractor complies with the laws of the State of Indiana and the United States prohibiting discrimination in employment on the basis of race, color, sex, religion or ancestry.
 - b. certification that the contractor either has formulated an affirmative action plan for recruiting, training, hiring, and promoting minorities, or that the contractor is formulating such a plan.
 - c. a copy of the affirmative action plan to be placed on file along with the contract in the Central Purchasing Division, either immediately upon execution of the contract if one is already prepared, or within thirty (30) days following execution of the contract, if one is not fully prepared at that time.
6. All contracts between a supplier of goods or services, of whatever nature, and a unit or units of local government shall include

the following provisions for termination for non-compliance with the non-discrimination requirements of this order:

"Termination for Non-compliance with
Non-discrimination requirements."

Notwithstanding any other provisions in this contract regarding term, duration, options, bilateral or unilateral termination, the (agency of local government) may terminate this agreement within _____ days (up to 90) after notice for failure of contractor to comply with requirements of Executive Order # _____, 1976, concerning non-discrimination and affirmative action. Failure of the contractor to so comply shall be determined by the Central Purchasing Division after its investigation and consultation with the contractor and the (agency of local government). Written notice of non-compliance shall be given from Central Purchasing to (agency of local government) which shall thereupon notify in writing contractor of same, giving contractor _____ days (up to 30) to cure such defect. (Agency of local government) may then, upon passage of such time to cure without contractor's corrective action, terminate by giving written notice of termination, effective in _____ days (same as original above)."

The Central Purchasing Division shall be the central monitor of all such contracts and the purchasing agent or his designate shall be the compliance officer for coordination of such information and enforcement of all requirements.

Dated this 16th day of September, 1976.

William H. Hudnut III
William H. Hudnut, III
Mayor